

**AGREEMENT  
REGARDING  
TERMS AND CONDITIONS OF EMPLOYMENT  
BETWEEN  
WALDWICK BOARD OF EDUCATION  
AND  
WALDWICK EDUCATION ASSOCIATION**

Effective

July 1, 2007

through

June 30, 2010

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## ARTICLE I

### RECOGNITION

WHEREAS, a majority of the teachers, office personnel, aides and custodial/grounds and maintenance employees in the Waldwick School District have selected the Waldwick Education Association (hereinafter referred to as the "Association") as their representative for the purpose of collective negotiations; and,

WHEREAS, such teachers, office personnel, aides, custodial/grounds and maintenance employees constitute an appropriate unit for collective negotiations:

NOW, THEREFORE, BE IT RESOLVED, pursuant to Chapter 123, Public Laws 1974 the Board of Education of Waldwick, New Jersey (hereinafter referred to as the "Board") recognizes the Waldwick Education Association as their exclusive representative for collective negotiation concerning the terms and conditions of employment of:

1: Full-time and part-time contract personnel in certified positions, including:

classroom teachers, nurses, guidance counselors, librarians, social workers, aides (except lunch aides), and psychologists.

2: Full time and part time office personnel, including:

A-I	Head Bookkeeper/Facility Coordinator
A-III	Bookkeeper/Clerk ;Clerk
B-I	Secretary to Principal; Secretary to Guidance Department; Secretary to the Assistant Principal/Athletic Director
B-III	Clerk/Typist

All benefits shall be pro-rated for part time employees.

3: Full time custodial/grounds and maintenance employees, including:  
custodial/grounds and maintenance employees, night-in-charge and head custodians.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of employees covered by this Agreement. The parties agree to enter collective negotiations over a successor agreement in accordance with the regulations established by PERC. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board. Nothing contained herein shall prohibit either party from raising at any time during the negotiations questions of administration of this Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement negotiated between representatives of the parties shall in all cases be subject to ratification by the membership and by the Board.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any benefit existing prior to its effective date.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. Subject to the provisions of this Agreement and applicable law, the Board of Education reserves and retains full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the Waldwick Public Schools in accordance with existing state and local statutes, rules and procedures.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.
- H. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- I. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer the Board and control the work of its personnel, or to deny or restrict the Board in any of its rights, responsibilities and authority under N.J.S.A. 18, or any other laws.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### Definitions

1. A grievance is a claim by an employee covered by this Agreement or the Association concerning terms and conditions of employment based upon the interpretation, the application, or the violation of this Agreement, policies, or administrative decisions affecting an employee or group of employees.
2. An "aggrieved person" is the individual, group, or Waldwick Education Association making the claim.
3. A "party in interest" is the individual, group, or Waldwick Education Association making the claim and any person required to take action or against whom action might be taken to adjust the claim.

#### Purpose:

1. The purpose of this procedure is to resolve at the lowest possible level problems which may arise from time to time affecting the terms and conditions of employment of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her administrator and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and provided that the negotiating representative has been given the opportunity to be present at the time of such adjustment.

#### Procedure:

1. Since it is important that grievances be processed as soon as possible, the number of days specified for action at each level should be considered as the maximum and every effort should be made to expedite the process. Time limits, however, may be extended by mutual agreement.
2. When a grievance is filed at such a time that it cannot be processed through all the steps in this procedure before the end of the school year, the time limits set forth herein shall be reduced as necessary and every effort made to resolve the complaint before the end of the school year or as soon thereafter as is practicable.
3. An employee with a grievance shall first discuss it with the immediate superior, either individually or accompanied by the Association's designated representative, to

try to solve the matter informally. If the matter cannot be resolved informally after five (5) days from the initial informal discussion, the grievance shall proceed to Level I.

Level One:

If this fails, the employee shall in writing specify the points of the grievance and the adjustment expected. Copies of this statement shall be given to the Principal and to the Association. A decision shall be rendered by the Principal within ten (10) calendar days of receipt of the grievance.

Level Two:

If the aggrieved person is not satisfied with the decision at Level One or if no decision has been reached within five (5) school days of presentation of the grievance, the aggrieved person may request the Association to refer the matter to the Superintendent within ten (10) school days of the original written presentation.

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after it was submitted to the Superintendent, the aggrieved person may, within five (5) days after a decision by the Superintendent or (10) school days ten after the grievance was delivered to the Superintendent, request in writing that the grievance be submitted to:

TRACK A. Advisory Arbitration, following the procedures in Levels 3A and 4A if the grievance pertains to the interpretation, the application or the violation of policies or administrative decisions affecting an employee or group of employees or,

TRACK B. The Board of Education, following the procedures in Levels 3B and 4B if the grievance pertains to the interpretation, the application or the violation of this Agreement and subsequent Binding Arbitration if so deemed necessary.

The Board's decision not to renew the employment contract of a custodial/grounds or maintenance employee shall not be subject to binding arbitration.

Level Three:

3A - Advisory Arbitration

3A.1 Within fifteen (15) days after such written notice of submission to the Superintendent requesting advisory arbitration, the administration and the Association shall mutually agree upon an arbitrator. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, the parties shall then be bound by the rules and procedures of the Public Employment



Relations Commission in the selection of an arbitrator from the roster of the Public Employment Relations Commission.

- 3A.2 The arbitrator so selected shall confer with the representatives of the administration and the Association and hold hearings promptly and shall issue his/her report not later than twenty (20) days from the date of the closing of the hearings or, if oral hearings have been waived, twenty (20) days from the date of the submission of the final written statement by the aggrieved. The arbitrator's report will be in writing and will set forth his/her findings, reasonings and recommendations on the issue.
- 3A.3 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, sustenance expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Other expenses incurred shall be paid by the party incurring same.

#### 3B - Binding Arbitration

- 3B.1 If no satisfactory decision has been reached within ten (10) school days after a submission to the Board, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after submission to the Board of Education, and upon written request of the aggrieved person of the Association, the grievance pertaining to the interpretation, the application or the violation of this Agreement shall be submitted to arbitration.

#### Level Four:

#### 4A - Advisory Arbitration

- 4A.1 If the arbitrator's report is not acceptable to either the administration or to the aggrieved, the arbitrator's findings will be submitted to the Board of Education within ten (10) school days of the submission of the report.
- 4A.2 The Board of Education will make the final decision on the issues of the grievance within fifteen (15) days after submission of the arbitrator's report.
- 4A.3 The election to submit a grievance to the process herein outlined shall constitute a waiver of all other remedies or forums that could otherwise be employed.

#### 4B - Binding Arbitration

- 4B.1 Within fifteen (15) days after such written notice of submission to the Board requesting arbitration, the Board and the Association shall mutually agree upon an arbitrator. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, the parties shall then be bound by the rules

and procedures of the Public Employment Relations Commission in the selection of an arbitrator from the roster of the Public Employment Relations Commission.

- 4B.2 The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a report not later than twenty (20) days from the date of the closing of the hearings or, if oral hearings have been waived, twenty (20) days from the date of submission of the final written statement by the aggrieved. The arbitrator's report will be in writing and will set forth the findings, reasonings and recommendations on the issue. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- 4B.3 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, sustenance expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Other expenses incurred shall be paid by the party incurring same.
- 4B.4 Any aspect of the decision of the Board to dismiss or not extend the employment of a temporary or probationary employee after the temporary or probationary period shall not be subject to binding arbitration.

Miscellaneous:

1. If a grievance affects a group or class of employees beyond one school, the Association shall submit such grievance directly to Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing and shall be transmitted promptly to all parties in interest to the President of the Walldwick Education Association.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. All meetings and hearings under this procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - (a) The termination of services of or failure to re-employ any non-tenure employee.
  - (b) Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act.
7. If an employee does not file a grievance in writing with the principal or other designated board representative within sixteen (16) calendar days after the occurrence, then the grievance shall be considered as waived. If the sixteenth calendar day falls on a day when school is not in session, it shall fall on the next day school is in session. If administration does not process a step within agreed time limits, the grievance automatically moves to the next level. If the Waldwick Education Association doesn't act within agreed time limits, further action on the grievance is waived. In this context, written notification of the expiration of the time limit will be sent to the Waldwick Education Association and the aggrieved. If the W.E.A. does not act within three (3) days after the receipt of this notification, the grievance will be considered waived.
8. The non-renewal custodial/grounds and maintenance personnel after four (4) years of service may be challenged through advisory arbitration. The non-renewal of aides after three (3) years of service may be challenged through advisory arbitration. The standard of review shall be just cause.

## ARTICLE IV

### TEACHING LOAD, NON-TEACHING DUTIES AND WORKING CONDITIONS - TEACHERS

#### A. Teaching Hours

1. Except as provided in Section C, subsection 2 of this Article, teachers shall be required to be at their assigned stations for five (5) minutes prior to the official opening of school, and will remain at their assigned stations, available to assist and confer with students for fifteen (15) minutes at the elementary level and twenty-five (25) minutes at the secondary (MS and HS) level after the official pupil dismissal. Teachers performing assigned extra curricular duties, performing authorized committee work, attending official meetings or performing other professional duties may be excused from either assignment with prior approval of the building principal.

In order to further the educational goals of the Waldwick School District, secondary school teachers (grades 6-12) shall also be available to assist and confer with their students and/or the parents of those students, as mutually scheduled by the teachers and the administration.

2. Where it is necessary to vary these times to supervise pupils, the Principal may consult with an individual staff member to report earlier or remain later with the entire time not to exceed the stated limits above.
3. Guidance counselors may not be required to work more than forty five (45) minutes after the close of the pupil's official day and more than fifteen (15) minutes prior to the actual opening of school. The schedule for the guidance counselors for the school year shall be coordinated with the principal or his/her designee at the beginning of the school year. No preparation periods shall be included within the schedule. Guidance counselors shall make themselves available to meet with teachers during teacher planning periods.

Guidance counselors and Child Study Team (CST) members may be required to work up to an additional five (5) days per school year before the annual teacher's orientation day and after the students' school year. The dates of the assignment shall be selected by the administration after consultation with the guidance counselors and CST members. The final decision shall, however, be made by the administration. Guidance counselors/CST members who work any additional days shall be compensated at a per diem rate of 1/200 of their annual salary for the students' school year that has just been completed.

Guidance counselors may also be required to attend ten (10) evening conferences per school year. The conferences shall not exceed two (2) hours in length and will generally be scheduled from 7:00 p.m. to 9:00 p.m., subject to the right of the

principal or his/her designee to revise the starting and ending times. Whenever possible, an administrator will be present in the building when evening conferences are scheduled. At least two (2) weeks notice of the evening conference dates shall be given to the guidance counselors. Guidance counselors shall be paid one hundred twenty-five dollars (\$125.00) for each evening conference.

4. Media Specialists shall not be required to work beyond the close of the school year without additional compensation. Media specialists shall report five (5) minutes before students. Although Media Specialists may keep the libraries open longer if they wish, they shall be required to keep them open for twenty-five (25) minutes at the secondary level and fifteen (15) minutes at the elementary level, beyond the close of the pupils' official day.
5. Extra curricular activities including clubs, intramural sports, and other secondary school activities which are conducted within the above-defined teaching day will be performed without extra compensation. These also include student council, safety patrols, and intramural sports at middle and elementary school levels.
6. Elementary teachers shall have a forty (40) minute duty free lunch period. Secondary school teachers (grades 6-12) shall have a thirty (30) minute duty free lunch period.
7. Zero Period - The district may introduce a "zero" period at the secondary level. Participation on the part of the certificated staff for a "zero" period teaching assignment shall be strictly voluntary. The following procedures will be adhered to in the event a "zero" period is implemented:
  - (a) A list of teachers and their areas of certification will be submitted to the high school principal no later than ten days after said request from the high school principal for same.
  - (b) Said request will not be made prior to February first.
  - (c) Any teacher volunteering for a "zero" period and selected by the administration shall be notified no later than the last working day in June.
  - (d) If there exists a vacancy in the "zero" period assignment subsequent to the last working day in June, the district shall re-solicit volunteers for the assignment. A copy of said letter shall be sent simultaneously to the WEA president at his/her home address.
  - (e) If a teacher is assigned a sixth teaching assignment after he/she has volunteered for a zero period, he/she may rescind the "zero" period assignment.

- (f) Volunteering in one year for a "zero" period shall not obligate a teacher to volunteer in a subsequent year.
- (g) Teachers who volunteer for a "zero" period teaching assignment and are subsequently assigned to same by the Board shall be excluded from all after-school meetings with the exception of back-to-school night and two other meetings. If for any reason they are required to attend any additional meetings, they shall be compensated at the rate of \$30.00 for said after school meeting.
- (h) Teachers who have been assigned a "zero" period shall remain available to assist and confer with students for twenty-five (25) minutes after the next to last period in the school day.

B. After School and Evening Meetings

1. Except in cases of emergency, teachers shall not be required to attend an average of more than one after school meeting per week: such meetings shall not exceed one hour in length, and they shall commence not later than fifteen (15) minutes after dismissal of pupils.

If it is necessary to begin a meeting (including teachers from two or more schools with different dismissal times) later than fifteen (15) minutes after dismissal, no teacher may be required to remain one (1) hour and fifteen (15) minutes later than dismissal of pupils of his school.

2. No teacher shall be required to be in attendance at more than two meetings or activities at times beyond the teacher specified day and the other provisions for meetings that are incorporated into this Article, plus their attendance at their school's annual open school night. Attendance shall be limited to the school or schools to which the teacher is assigned. Should a teacher be requested to be in attendance at a meeting or activity in excess of those provided in this paragraph, then the teacher shall receive compensation at the rate of one hundred twenty five dollars (\$125.00).

C. Teaching Load

1. No secondary school teacher (grades 6-12) shall be required to teach more than five (5) classes of forty-four (44) minutes time or modules equivalent to five (5) forty-four (44) minute periods, and perform one extra duty such as lunch or study hall. The number of modules will not in itself increase the number of class preparations that any teacher would ordinarily be assigned in teaching five (5) periods of forty-four (44) minutes each.

If it is necessary to assign teachers to six classes, the following procedure shall be adhered to:

Administration may assign up to eight (8) secondary school teachers (grades 6-12) to six (6) classes rather than five (5) classes and a duty period with a maximum of two (2) per department. No teacher with six (6) classes shall be assigned any other duty. Members of music, fine and industrial arts, home economics, and physical education departments shall continue to be assigned to six (6) classes or its equivalent.

Teachers concerned will always be consulted in this matter, and, whenever possible, taking into consideration the best interest of the pupils, those teachers who volunteer would be assigned a sixth class for a period of one year.

The following steps shall be taken:

- (a) When need for a sixth class assignment occurs, administration will inform the President of the W.E.A.
  - (b) The Principal will discuss the matter with the Supervisor of Instruction.
  - (c) An agreement for one year will be signed between the teacher and the Principal, and it will accompany the contract or salary agreement.
2. Each secondary school teacher (grades 6-12) not teaching six (6) classes per day shall have a homeroom or equivalent assignment. Teachers of music, fine and industrial arts, home economics, and physical education may be assigned a homeroom or its equivalent on a rotating basis.
  3. No teacher shall be required to serve on more than one current building committee or one district wide committee. Teachers who wish to volunteer for additional committees may do so with the assurance that this will not be considered to be a contract violation.
  4. Each elementary school teacher shall have a minimum of five (5) preparation periods per each full week. Barring any unforeseen conflicts or unexpected emergencies, the preparation period shall be a period of forty (40) continuous minutes. (A full week for the purpose of clarifying this Article only shall mean five (5) teaching days starting approximately at 8:10 a.m. and terminating at approximately 3:00 p.m., except during days when staff are required to attend meetings.)

Except as otherwise provided in this Agreement, in the event of a shortened schedule as indicated in the scheduled school calendar, each teacher will continue to receive a preparation period that day. This shall not, however, include any school day with a late starting time or early dismissal time due to inclement weather. With regard to

teachers who are assigned a laboratory, a preparation period shall be provided where possible.

In the event of a short week, each teacher will continue to receive the preparation period normally scheduled for that day.

Elementary libraries will be closed to classes the last two (2) days in June. Accordingly, teachers scheduled for a library class on those days will not have a library related prep period. However, teachers scheduled for a library prep period that day will be granted a break period equivalent to the amount of time usually scheduled as a library period for their grade level on an abbreviated day. The Librarian will be compensated on a per diem basis for inventory completed after the teacher school year ends.

5. Workday

- (a) The workday for secondary school teachers (grades 6-12) shall not exceed seven (7) hours and thirty (30) minutes, including the time period prior to the official opening of school and the class period after the official dismissal time.
  - (1) Sixth, Seventh and Eighth grade teachers shall work the same schedule;
  - (2) Middle school teachers shall have five teaching periods, one common planning period and one personal prep period each day. For three marking periods, they shall have an additional personal prep period and for one marking period they shall be assigned to a duty period.
- (b) The workday for elementary school teachers shall be six hours 50 minutes for purposes of adding ten (10) additional minutes of instruction time each day, including the time period prior to the official opening of school and the class period after the official dismissal time. Elementary school teachers shall arrive at school no later than 8:10 A.M with classes commencing at 8:15 a.m. Teachers may leave school in the afternoon fifteen (15) minutes after the students.
- (c) The High School Nurse may be required to work up to five (5) additional days during the summer when school is not in session at the discretion of the Superintendent at a per diem rate.

D. Work Year

- 1. All teachers covered under this Agreement shall work the following number of days, including paid sick leave and authorized personal and professional days:  
182 pupil plus 2 non-pupil



Consideration will be given, in the case of makeup days, to not disrupt vacation periods. The school year for teachers will end with the students' school year.

Any employee absent with pay on a state holiday while school is in session, except in case of bona fide illness or personal leave taken in accordance with Articles VI and VII herein, shall work an additional day with no additional pay, at the discretion of the administration. Employees who do work on such state holidays shall not be entitled to any extra compensatory time off or extra pay.

2. The work year for aides shall be all days on which students are present and up to two additional days, one of which shall be the orientation day. The second day shall be scheduled by the Administration and two weeks notice shall be provided to the employee.

E. Non-teaching Duties and Working Conditions

1. No elementary school teacher shall be required to supervise pupils in lunchrooms or on playgrounds during the noon closing period. The Board of Education shall employ aides for this supervision.
2. No teacher shall be required to collect money except for educational purposes.
3. No teacher shall be required to either keep or check pupil attendance registers. The Board of Education shall arrange for keeping and checking of attendance registers through other means. No teacher shall be required to perform office/clerical work.
4. The Board of Education shall provide an aide for two (2) hours per week in each elementary school to assist teachers in duplicating educational materials. The Board shall provide assistance for a minimum of two (2) hours per week in the secondary school for duplicating educational materials.

F. Teacher Facilities

1. Teachers in all schools shall be provided reasonable lounge and lunch facilities not to be interfered with except in emergencies.
2. Teachers shall be provided off street parking facilities which are identified exclusively for teacher use.
3. A telephone, with out of district call capability, shall be made available to all teachers in each school. Guidelines for the use of the phone shall be established by the Board.

G. Atypical Teaching Schedule

The Board of Education may assign the teacher/athletic trainer an atypical schedule to meet the combined needs for instruction in health and physical education and the necessary services for athletic trainer.

The teacher/athletic trainer shall be placed on the current teacher salary guide pursuant to the terms as set forth in Article XVII – Salary Schedules and Conditions.

## ARTICLE V

### VACANCY

#### A. TEACHERS

In the best interests of pupils, the responsibility of the Superintendent of Schools is to recommend, and the Board of Education to appoint, the best qualified person to fill any professional vacancy in the staff. In filling professional vacancies, the Board of Education shall consider the professional qualifications, background, attainments and other relevant factors of all applicants within the school district as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory level is a responsibility of the Board and its decision with respect to such matters will be final.

In recruiting and appointing applicants for a professional vacancy, the following regulations will be followed by the Board of Education:

1. During the school calendar year, a notice shall be posted in each school office and one mailed to the President of the Association ten (10) calendar days before final date when applications must be submitted. The Superintendent may also notify other sources of the vacancy. Teachers who wish to apply shall submit a letter of application within the time limit specified in the notice, through the building principal, and the Superintendent shall acknowledge in writing to the candidate receipt of every application.
2. When a position becomes vacant or is created during the summer recess, notice of the vacancy shall be sent to each staff member at least two weeks prior to the closing date for filing applications for the position. Notice will be sent to District e-mail addresses. Notice of the vacancy shall be sent as far in advance as practicable and the position shall not be filled until the closing date for filing applications. Notice of the vacancy shall also be mailed to the summer address of the President of the Association.
3. Notices of vacancies shall include qualifications for the position, its duties, and rate of compensation. No changes in qualifications shall be made after notice is filed.
4. All submitted applications shall be considered before the position is filled. As part of this consideration, all personnel employed in Waldwick will be interviewed, as well as those best qualified applicants who work outside the district.
5. Appointment shall be made as soon as possible following the closing date of submission of applications. In-district interviewees will be notified in writing of the selection of the final candidate. Announcement shall also be posted in each school office. A copy shall also be mailed to the President of the Association.

6. Whenever any position to be filled requires specific certification, no person shall be appointed to said position who does not hold such a certificate at the time of commencement of employment in said position.
7. All vacancies for mentoring shall be posted as stated elsewhere in this Agreement. The posting shall include the qualifications for the position. No employees shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, the assigned mentor shall not be involuntarily assigned again until all other qualified employees have been assigned.

B. OFFICE PERSONNEL

All openings for new positions and/or opportunities for promotion shall be adequately publicized, showing classification and salary range in every school and all administrative offices. All qualified office personnel shall be given adequate opportunity to make application for such positions.

C. CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

All openings for new positions and/or opportunities for promotion shall be adequately publicized, showing the job classification, salary range and location. All qualified custodial/grounds and maintenance employees shall be given adequate opportunity to make application for such positions.

D. AIDES

All openings for new positions shall be adequately publicized, showing the job classification, salary range and location. All qualified aides shall be given adequate opportunity to make application for such position.

## ARTICLE VI

### SICK LEAVE

#### 1. Number of Days

The sick day allowance for all teachers with 10 month contracts will be 11 days annually, with full pay, cumulative from year to year.

The sick day allowance for all 12 month office personnel will be 13 days annually, with full pay, cumulative from year to year.

The sick day allowance for all 10 month office personnel and salaried aides will be 11 days annually, with full pay, cumulative from year to year. The sick day allowance for all 10 month hourly aides will be 10 days annually, cumulative from year to year.

The sick day allowance for custodial/grounds and maintenance will be 12 days annually, with full pay, cumulative from year to year.

For all employees covered by this contract who require less than the specific number of days sick leave, all days not utilized shall be accumulative.

#### 2. Physician's Certificate

In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.

#### 3. Sick Leave Defined

Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from work by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

#### 4. Excessive Absence; Salary; Day's Salary Defined

When absence, under the circumstances described in Section 3 of this Article, exceeds the annual leave and the accumulated leave, the Board of Education may pay an employee each day's salary less the pay of the actual or estimated cost of a substitute, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200th of the annual salary for a ten (10) month employee and 1/260th of the annual salary for a twelve (12) month employee.

5. Leave of Absence for Temporary Illness (A Catastrophe)

A catastrophe shall be deemed to exist when both of the following conditions are met:

- (a) When a continuous illness exceeds twenty (20) work days; and
- (b) When the accumulated sick leave has expired;
- (c) When both of these conditions exist simultaneously;

Teachers

The Board of Education may pay to the sick teacher his or her contracted salary less the salary of the substitute, based on the daily substitute rate as established by the Board for that year, for a period of time not to exceed the total number of days of accumulated sick leave accredited to said employee at the beginning of the continuous illness. Or, the Board may pay the ill teacher his or her contracted salary less the salary of the substitute based on the daily substitute rate as established by the Board for that year for a period of time equal to ten (10) days for each year of service in the Waldwick School system, if this aggregate number of days is greater than the accumulated sick leave as previously defined.

Office Personnel and Aides

The Board of Education may pay to the sick office personnel or aide 50% to a maximum of 65% of his or her contracted salary for a period of time not to exceed the total number of days of accumulated sick leave accredited to said employee at the beginning of the continuous illness. Or the Board may pay the ill office personnel or aide 50% to a maximum of 65% of his or her day's salary for a period of time equal to ten (10) days for each year of service in the Waldwick School System, if this aggregate number of days is greater than the accumulated sick leave as previously defined. Under no circumstances shall said employee be paid an amount in excess of his or her day's salary, less the actual or estimated cost of a substitute, for each day granted. All aides hired subsequent to January 1, 2008 shall not be entitled to request this leave.

Custodial/Grounds and Maintenance Employees

The Board of Education may pay to the sick custodial/grounds and maintenance employee 50% of his or her contracted day's salary for a period of time not to exceed the total number of days of accumulated sick leave accredited to said employee at the beginning of the continuous illness. Or the Board may pay the ill custodial/grounds and maintenance employee 50%

of his or her day's salary for a period of time equal to ten (10) days for each year of service in the Waldwick School System, if this aggregate number of days is greater than the accumulated sick leave as previously defined. Under no circumstance shall said employee be paid an amount in excess of his or her day's salary, less the actual or estimated cost of a substitute for each day granted.

In the event that no one is hired or no employee receives additional compensation to perform duties of the absent employee, then the custodial/grounds and maintenance employee may be eligible to receive 2/3<sup>rd</sup> of his or her day's salary as catastrophe pay as described in this Article.

- (d) The catastrophe pay, if granted, shall commence on the 21<sup>st</sup> day of the illness or at the expiration of the accumulated sick leave, whichever event occurs later.
- (e) Benefits under this Section shall be at the discretion of the Board and shall be determined by the Board of Education on a case by case basis.
- (f) Requests for catastrophe pay shall be submitted to the Board through the Board Secretary and shall be supported by a physician's certificate or any other documentation requested by the Board.

6. Salary In Cases of Absence Not Constituting Sick Leave

Nothing contained herein shall affect the right of the Board of Education to fix either by rule or by individual consideration the payment of salary in cases of absence not constituting sick leave or granting sick leave over and above the minimum sick leave as defined in this Article.

7. Computation of Salary Deductions

Any deductions for leaves of absence without pay shall be made on the following basis:

- (a) Ten (10) month employees - one two-hundredth (1/200) of the annual salary.
- (b) Twelve (12) month employees - one two hundred-sixtieth (1/260) of the annual salary.

8. Transfer of Sick Leave Credit

Effective September 1, 2007, no teacher entering the Waldwick School District will be permitted to transfer sick leave credit. Any teacher having transferred sick leave credit as of September 1, 2007, shall retain said days.

9. Payment for Accumulated Sick Leave

(a) Teachers

Any teacher who has completed fifteen (15) years of service in the Waldwick School District and who resigns shall be compensated for all unused accumulated sick days at the rate of \$55.00 per accumulated day; provided, however, that the maximum amount payable to any teacher shall be \$12,000.00. Subject to the notice provision of this section, payment shall be made in July of the year of resignation.

To be eligible for payment in July of the year of resignation, the teacher shall give the Superintendent notice of his/her intent to resign no later than March 1 of his/her last year of employment, to be effective on or before the following June 30. The notice is binding. Failure to comply with the notice provisions shall result in the delay of all payments required by this section by one (1) year.

(b) Office Personnel

Any office personnel who has completed ten (10) years of service in the Waldwick School District and who retires in the district pursuant to the Rules of the New Jersey Pension Funds, shall be compensated for unused sick days accumulated up to the date of retirement, at the rate of forty dollars (\$40.00) per accumulated day. The maximum amount payable shall be six thousand and 00/100 dollars (\$6,000.00). To be eligible for payment, the office personnel shall submit a letter of resignation by February 1st in the year of the effective retirement date. Failure to comply with the notice provisions shall result in the delay of all payments required by this section by one (1) year.

(c) Custodial/Grounds and Maintenance Employees

Any custodial/grounds and maintenance employee, who has completed ten (10) years of service in the Waldwick School District and who retires in the district pursuant to the Rules of the New Jersey Pension Funds, shall be compensated for unused sick days accumulated at the rate of fifty (\$50.00) dollars per accumulated day. The maximum amount payable shall be ten thousand and 00/100 dollars (\$10,000.00). To be eligible for payment, custodial/grounds or maintenance personnel shall submit a letter of resignation by February 1st in the year of the effective retirement date. Failure to comply with the notice provisions shall result in the delay of all payments required by this section by one (1) year.

10. Employees shall be given a written accounting of accumulated sick leave and personal leave no later than September 30th of each school year.



## ARTICLE VII

### TEMPORARY LEAVES OF ABSENCE

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for each school year, and, except as specifically provided herein, no unused days shall be accumulative for use in another year.

1. Death in the Immediate Family

An allowance of up to five (5) days' leave shall be granted. Immediate family shall be considered: father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, grandparents, step-family members or any member of the immediate household. Hourly aides will be entitled to three (3) days' leave.

2. Serious Illness in the Immediate Family

An allowance of up to three (3) days' leave shall be granted. (Immediate family same as (1) above). Aides shall not be entitled to this leave.

3. Death of Other Relative or Close Friend

An allowance of one (1) day's leave shall be granted. Aides shall not be entitled to this leave.

4. Personal Leave

An allowance of up to three (3) days' leave with prior approval by the Superintendent or the school business administrator or his designee for custodial/grounds and maintenance employees, and salaried aides, for any of the following reasons:

- a. Recognition of a religious holiday;
- b. Court subpoena;
- c. Marriage of employee or marriage in employee's immediate family;
- d. Personal business which cannot be handled outside of school hours;
- e. Any other emergency or urgent reason.

Nothing contained herein shall authorize the taking of personal leave for recreation, rest, recuperation, accompany a spouse on a business trip or any venture resulting in remuneration for services rendered. Hourly aides hired subsequent to January 1, 2008 shall be entitled to one (1) personal day.

Requests for personal leave shall be submitted to the Superintendent in advance and shall state in writing by reference to the contract provision in Article VII, Section 4 under which they are requesting such leave and certify that personal leave is not requested for recreation, rest, recuperation, accompany a spouse on a business trip or remuneration for services rendered.

#### Teachers

Unused personal leave may be accumulated from year to year; provided, however, that no more than three (3) days shall be carried from one school year to the next.

#### Office Personnel

Except in cases of emergency, requests for personal leave shall be submitted to the Superintendent at least five (5) school days in advance and shall state, in writing, the reason for requesting such leave. The Superintendent or his/her designee shall review each application and approve or disapprove the request.

#### Custodial/Grounds and Maintenance Employees

Nothing contained herein shall prevent the school business administrator from requesting supporting documentation where there exists reasonable suspicion to believe that personal leave is being abused or where a personal day is taken contiguous to a holiday, vacation or weekend.

#### 5. Jury Duty

Employees who are required to serve on jury duty will have deducted from their salary the amount of money which they have been paid for this service.

#### 6. Professional

Allowance for professional days for teachers are authorized with prior approval by the building administrator.

#### 7. For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent or the school business administrator for custodial/grounds and maintenance employees.

## ARTICLE VIII

### EXTENDED LEAVES OF ABSENCE

#### A. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

#### B. Maternity or Paternity Leave

An employee shall notify the Superintendent of her pregnancy/adoption as soon as it is medically/legally confirmed. Pregnant employees shall be entitled to sick/disability leave for the presumptive period of disability which can be up to thirty (30) days prior to and up to thirty (30) days subsequent to the date of delivery. As provided by State statute, the written request to the Board must include a physician's note that indicates the anticipated delivery date. The sick/disability leave will be treated the same as all other types of disability leaves. A teacher who seeks disability leave due to pregnancy must request such a leave in writing to the Board. The request must be made at least sixty (60) days prior to the anticipated date of delivery. The disability leave may be extended upon written request to the Board. Such a request must be supported by a physician's note. The Maternity/Paternity leave without pay will begin at the end of the disability period. The leave shall terminate either the first September after the birth or adoption of the child, or the subsequent September 1<sup>st</sup>. Employees exercising the first option shall notify the Superintendent prior to July 1<sup>st</sup> of their anticipated return. Employees exercising the second option shall notify the Superintendent of their intent to return prior to March 1<sup>st</sup> of the preceding year.

An employee may elect to return to his/her position at an earlier date, upon recommendation of the Superintendent and approval of the Board of Education.

#### C. Child Care Leave

An employee may request child care leave without pay and said leave shall be granted. The employee must notify the Superintendent by March 1<sup>st</sup> of his/her intention to take child care leave for the next school year, commencing September 1<sup>st</sup> and terminating at the end of that school year. The employee must notify the Superintendent by March 1<sup>st</sup> of his/her intention to return on the September 1<sup>st</sup> following the commencement of the leave, or by March 1<sup>st</sup> if the leave terminates at the end of the second year. If no first year notice is received by March 1<sup>st</sup>, the leave is automatically extended through the second year. In both cases, child care leave shall terminate at the end of the school year only. The provisions of this section apply equally to adopted children as well as natal to the family.

An employee may elect to return to his/her position at an earlier date, upon recommendation of the Superintendent and approval of the Board of Education.

D. Sick Member in Immediate Family

A leave of absence without pay of up to one (1) year may be granted to any employee for the purpose of caring for a sick member of the immediate family of said employee. Immediate family shall be defined in Article VII, Section 1.

## ARTICLE IX

### EDUCATIONAL IMPROVEMENT - TEACHERS

- A. Meetings will be held between the Waldwick Board of Education and the Waldwick Education Association. The purpose of these meetings shall be to discuss educational programs. Complaints and administrative matters will not be considered; they shall be discussed with administrators, and, if necessary, handled within the grievance process.
- B. The Superintendent shall call such meetings upon request of the Board of Education or Association. The request shall be in writing and shall state matters to be discussed. The Superintendent will arrange for a mutually agreeable time within thirty (30) school days, and the President of the Board of Education will act as chairman.
- C. The Board and Association shall each decide the number of its representatives and shall designate the individuals including administration who shall attend a meeting representing its organization.
- D. Reports of the meetings will be distributed to all staff members.

## ARTICLE X

### INSURANCE PROTECTION

- A. The Board shall provide the health insurance protection including Blue Cross, Blue Shield, Rider J., and Major Medical. The Board shall pay the full premium for each full time employee and in cases where appropriate for 100% family-plan insurance coverage. Each employee who has health benefits coverage through their spouse, may waive their health benefits coverage through the district and shall in return receive the sum of \$5,000.00; for the waiver of husband/wife coverage the amount shall be \$4,000; and for parent/child coverage the amount shall be \$3,000, payable in two installments on May 15<sup>th</sup> and December 15<sup>th</sup> of the year in which the employee has opted out, subject to all appropriate deductions and all subsequent years until the employee re-enters the benefit plan offered by the Waldwick Board of Education. This payment is not to be considered a salary payment and as such, is not pensionable.
- B. The Board of Education agrees to pay in full for a dental plan for employees and their dependents. The deductible shall be \$50/single; \$150/family with a maximum annual benefit cap of \$1,500.00. Orthodontic coverage shall remain status quo.
- C. The Board and the Association shall form a joint committee with equal representation to research, study and review its existing health insurance benefits scheme in advance of negotiations for the next collective negotiations agreement. This committee shall engage in a serious and good faith effort toward examining cost containment issues such as the level and scope of health insurance coverage including, but not limited to, selection of health insurance carrier.
- D. Any employee who has waived his/her medical benefit coverage, will be allowed to restore such coverage on an immediate basis, subject to compliance with the providers requirements. If the employee revokes the waiver prior to the end of the year in which they opted out, the employee's reimbursement shall be pro-rated based upon the period of time not covered by the district's benefit plan.
- E. Effective July 1, 2008, a full time aide is defined as an employee that works 26 hours or more per week.

## ARTICLE XI

### PROFESSIONAL ADVANCEMENT/TUITION REIMBURSEMENT

#### A. TEACHERS

The Board of Education agrees to implement the following:

1. The Board of Education will reimburse the cost of tuition, including enrollment and laboratory fee, to teachers who voluntarily engage in and satisfactorily complete educational courses as approved pursuant to Paragraph A(1)(a) below. Other expenses such as graduation cost, textbooks, thesis binding, yearbooks, parking fees, and transportation are not to be reimbursed. The maximum refund per employee for each school year is \$2,000.00 with an annual district cap of \$100,000.00 each year. The appropriation of the \$100,000.00 shall be allocated as follows:

\$34,000.00 for July, August, September and October  
\$33,000.00 for November, December, January and February  
\$33,000.00 for March, April, May and June

The money shall be deemed appropriated from the section based upon the start date for the course. Any monies not utilized in either of the first two (2) sections will transfer to the next section. Any funds not utilized by June 30<sup>th</sup> shall be forfeited.

- a. Selected courses or degree programs must relate to a teacher's present position. Graduate courses and undergraduate courses outside of a teacher's present certification or job assignment may be approved at the discretion of the Superintendent.
- b. To be eligible for reimbursement, a teacher will be required to obtain approval in writing prior to the start of a course from the Superintendent of Schools.
- c. Reimbursement will be made after a paid receipt and a copy of the grade report have been submitted to the Superintendent. Proof of a grade of "B" or better or a passing grade if the course is only offered on a pass/fail basis is required. Payment will then be made after the next regularly scheduled Board meeting.
- d. Online courses will be approved for tuition reimbursement only upon the Superintendent's determination that the course work is equivalent to an "in-residence" program. The criteria for this determination will include accreditation by a Regional Accreditation Agency of the program, and the Superintendent's assessment of the course outline and work required of the student.

- e. Teachers may request approval to attend workshops under the provisions of this Article, the costs of such workshops will first come from the individual building workshop funds. Upon the depletion of these funds, each teacher may utilize up to 50% of their tuition reimbursement allocation in order to pay for the workshop as well as the cost of any substitute. Prior approval must be requested and received from the Superintendent. The workshop must be related to the teacher's current assignment and certification and positions that may be impacted by the NCLB, however, the needs of the District and the availability of substitutes shall also be a consideration.
2. The Board of Education will pay the full cost of tuition and other instructional expenses incurred in connection with any courses, workshops, seminars, conferences, or in-service training sessions which a teacher is required or requested by the administration to take. Such requirements or requests should be made of a teacher by April 1st of the preceding school year.
3. Any teacher who resigns during a school year without completing said year shall return any and all monies received as course reimbursement that year, and shall not be eligible for any additional reimbursement following the date of said resignation. Upon request, this provision shall not apply to any circumstance deemed extraordinary by the Superintendent and the Board of Education
4. Any teacher earning an administrative certificate that leaves the district, must return any and all monies received as course reimbursement for the previous twelve (12) months and shall not be eligible for any additional reimbursement following the date of said resignation.
5. A maximum of eighteen (18) college credits per year may be counted for guide movement.

B. OFFICE PERSONNEL

The Board of Education shall reimburse office personnel for courses which are approved in advance by the Superintendent of Schools. The maximum refund for each office personnel per contract year is \$500.00. Reimbursement will be made after satisfactory proof of completion of the course and proof of receipt of a grade of "C" or better, or a passing grade if the course is graded on a pass/fail basis, are furnished by the employee. Dues for membership in any association are not reimbursable under this program. The total amount of funds available for all office personnel shall be limited to \$2,000.00 by the Board of Education for implementing this tuition reimbursement program each contract year.



C. SPECIALISTS AND THERAPISTS

The Board will reimburse employees employed in the capacity of Physical Therapists, Nurses, Occupational Therapists, and Hearing Specialists for any coursework necessary for the renewal of their licenses up to their maximum annual allotment for tuition reimbursement.

- D. For employees hired after July 1, 2004, in order to be eligible for column advancement beyond the MA degree, graduate course work must post date the Masters degree. Any courses, including graduate courses taken prior to receiving the Master's degree shall not be applied to any column after the MA.

## ARTICLE XII

### SALARY DEDUCTIONS

1. The Board agrees to deduct from the salary of its employees dues from the Waldwick Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Waldwick Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorization shall be in writing on prepared forms.
2. The Board agrees to provide a payroll deduction for its employees to purchase annuities in accordance with provisions of N.J.S.A. 18A:66-127 et seq.
3. The Board of Education through payroll deductions will provide a summer payment plan in accordance with N.J.S.A. 18A:29-3 and Rules and Regulations of the State Board of Education. Deductions shall be deposited in monthly individual interest bearing accounts.
4. The Association agrees to save the Board harmless and to relieve it, its officers, or its employees from any liability which may result from the exercise of its obligations under this Article.

## ARTICLE XIII

### EQUIVALENCY CREDIT - TEACHERS

- A. Equivalency credit recognizes that formal courses in subject matter and methodology serve as only one method for teachers to improve professionally. In granting equivalency credits, the beneficial educational value to the school system of the teacher's activities will be of singular importance.
- B. Equivalency credit applications will be reviewed in advance by the Superintendent of Schools. Forms will be provided for this purpose. Final approval of the Board of Education is required. At the conclusion of such activity, a second review will be made by the Superintendent and the Board to determine its value to the school system. The granting of equivalency credits will be determined on the basis of this evaluation.
- C. Equivalency Credit Activities
  - 1. Formalized In-Service Programs - Formal workshops and in service courses that are sponsored either by the Walldwick Board of Education, other school systems or institutions, and organizations that do not grant academic credit. The amount of credit approved for such programs will be dependent upon attendance requirements and outside preparation. In general, college standards will be followed. A maximum of six credits (6) may be earned in this area for advancement to the next horizontal step on the salary guide.
  - 2. "Original Writing" shall be defined as ideas expressed first hand by the writer as opposed to a compilation or interpretation of material written by others. An article of not less than one thousand (1,000) words published in a current educational magazine or a published book on education may be eligible for equivalency credit. A maximum of three (3) semester hours of credit may be earned in this area for advancement to the next horizontal step on the salary guide.
  - 3. Research projects resulting in the compilation and/or publication of data of special significance to the school system are eligible. Research proposals must be developed in consultation with the Superintendent and approved in advance. This is not intended to include work which a teacher would do as a part of his normal responsibilities. A maximum of three (3) semester hours of credit may be earned in this area for advancement to the next horizontal step on the salary guide.
- D. A maximum of eight (8) equivalency credits may be used for movement to the next horizontal step on the salary schedule.
- E. Only teachers who are permanently certified in their field are eligible to receive equivalency credit.

## ARTICLE XIV

### SABBATICAL LEAVE - TEACHERS

An application for sabbatical leave shall be recommended by the Superintendent and approved by the Board of Education only when, in their considered judgment, the professional competence of the staff member and the general efficiency of the school system will be benefited.

A sabbatical leave shall be granted to a teacher by the Board of Education for study at a recognized institution, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of 1% of the professional staff or two teachers, whichever is greater, within any one school year.
2. Requests for sabbatical leave must be received by the Superintendent in writing no later than March 1, action to be taken no later than May 1 of the school year before the requested leave year.
3. The teacher must have completed at least seven (7) full years of service in the Walldwick School District. A teacher may reapply for a second leave five (5) years after return to teaching duties; however, primary consideration will be given teachers who are applying for the first time.
4. On the basis of the applications received, the Superintendent shall, after conference with other appropriate administrative officers, determine an order of eligibility and recommend same to the Board of Education which shall make the final decision.
5. The teacher on sabbatical leave shall be paid by the Board 60% of his annual salary which he would have received had he remained actively employed during the period of his leave.
6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he should have achieved had he remained actively employed in the system during his period of absence provided that all requirements of the sabbatical leave request have been fulfilled satisfactorily in the judgment of the Board of Education.
7. Applicant must remain in service of the Board of Education for two (2) years after expiration of leave; or in the case of resignation within two (2) years, he must refund to the Board of Education such proportion of his salary paid during the leave of absence as the unexpired proportion of two (2) years shall bear to said period.

## ARTICLE XV

### EMPLOYEE AND ASSOCIATION RIGHTS

#### A. Employee Rights

An employee shall have the right to have up to two (2) representatives of the Waldwick Education Association at any meeting with Superintendent, Board or Committee of the Board when an employee is required to appear before any of the above on a disciplinary matter. A written notice giving reason for the meeting must be given to the employee at least twenty-four (24) hours before such a meeting.

#### B. Association Rights

1. The Board shall furnish to the Association information that is available by law to the general public concerning education programs and financial data of the District. Information necessary for the processing of a grievance or complaint shall also be furnished. A reasonable time allocation shall accompany each request.
2. The Association shall have the right to transact business on school property at reasonable times with the consent of the school administration if normal school operations are not disrupted.
3. Upon advance notice to the building principal, the Association shall have the right to use school facilities and equipment when reasonable. The Association shall pay the cost of materials and supplies.
4. The Association shall have the right to have a bulletin board in each school building with no approval required of a Principal.
5. The Association shall have the right to use inter-school mail facilities and mail boxes as necessary without approval of a building principal.
6. A Waldwick Education Association representative shall be permitted to address the entire faculty on the first day of school at the general faculty meeting or assembly. A WEA representative may speak to the employees at any monthly faculty meetings.
7. Association meetings may be held on the first Monday of the month after school hours except when the Superintendent determines that the best interests of the District require the meeting to be held on the second Monday of the month. In the event of a holiday, the meeting may be held on the second Monday of the month.

C. Personnel Records

1. File

An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such review.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality or any material which could have an adverse effect on an employee's status shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

## ARTICLE XVI

### AGENCY SHOP AND REPRESENTATIVE FEE

#### 1. Purpose of Fee

If any employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Extra and co-curricular positions are excluded from the provisions of this section.

#### 2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law and shall be 85% of the amount otherwise paid by its members.

#### 3. Deduction and Transmission of Fee

##### (a) Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about October 1st of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

##### (b) Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in the preceding paragraph the full amount of the yearly representation fee in equal installment beginning with the first pay check in November.

##### (c) Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

(d) Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

(e) Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board received said notice.

(f) New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of any employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

4. Indemnification and Save Harmless Provision

(a) Liability

The Association agrees to indemnify and hold the Board harmless, including the reimbursement of attorney fees and all costs associated with any litigation, against any liability which may arise by reason of any action taken by the Board in the administration of the provisions of this Article, provided that:

- (i) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (ii) if the Association so request in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

- (b) It is expressly understood that paragraph (a) above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.



## ARTICLE XVII

### SALARY SCHEDULES AND CONDITIONS

#### A. TEACHERS

1. The salary guides and salary conditions appended to this Agreement as Schedules A, A-1, B-1, B-2, C, D, E, and F are made a part of this Agreement, and they shall apply to all members of the recognized unit.
2. Teachers who do satisfactory work will be recommended to the Board of Education by the Superintendent for a salary increment in accordance with the approved teachers' salary guide. This recommendation must be acted upon by the Board of Education.

However, the Board may withhold such increment for inefficiency or other just cause, provided the inefficiency is established in keeping with the following principle:

Teacher efficiency shall be determined on the basis of periodic, written reports of observations by the teacher's superior(s). Such reports shall be discussed with the teacher following such observation and shall state whatever changes are deemed desirable.

Teachers who have been identified by the administration as needing improvement in a specific academic area or areas shall be required in writing on the observation report to enroll in equivalency credit courses or graduate courses in the identified area. Teachers so required shall not be required to enroll and complete more than one(1) course per academic year. The teachers so required shall have two (2) semesters to successfully complete said requirements. Unavailability of courses, as determined by the Superintendent, in the identified areas shall be cause for extending time limits.

3. Full credit shall be granted for comparable teaching and work experience to teachers approved for appointment by the Board of Education in the Walldwick Public Schools. A maximum of four (4) years experience will be given for active military service. One (1) step on the teachers' salary guide shall be granted for each year of military service (or fraction thereof in excess of six (6) months). Total credit shall not exceed four (4) steps. To qualify, the applicant must submit a certificate of satisfactory service or an honorable discharge. Credit for work experience which contributes to the teacher's qualifications shall be determined by the Board of Education at the time of appointment.
4. Bedside instruction of pupils will be paid in accordance with the rates set forth in Schedule B-1.

5. Coaches will be paid 50% of their coaching salary midway during their respective seasons and the remaining 50% at the end of the season. Payments will be included in the regular semi-monthly statements.
6. Courses and advanced degrees that are to be considered for advancement must be completed prior to August 31 of a contractual year. Salary increases related to these courses and advanced degrees will become effective September 1st. To be eligible for horizontal movement on the salary guide in September, a teacher shall notify the Superintendent no later than January 8 that he/she will be taking a course that will make him/her eligible for a salary adjustment in September. Failure to comply with the notice provisions shall result in the delay of payment of the salary adjustment until the following September. To be eligible for horizontal movement the teacher must submit an official transcript.
7. A maximum of eighteen (18) college credits per year may be counted for guide movement.

B. OFFICE PERSONNEL

1. Salary Guide

The salary for full time office personnel employees is set forth in Schedule D.

2. Hours of Work/Overtime

The regular hours of work shall be forty (40) hours per week (8 hours per day) inclusive of one (1) hour for lunch. Time and one-half will be paid for all hours in excess of (40) hours per week.

3. Office personnel shall be notified of their work hours. Employees desiring any change, temporary or permanent, in their starting or ending times must make a written request, in advance and including the reason for the proposed change, and receive approval for the change from their supervisor. In case of emergency, as determined by the immediate Supervisor, the advance notice requirements shall be waived.

C. CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

1. Salary Guide

The base salary schedule for custodial/grounds and maintenance employees is set forth in Schedule "E". Such salary guides shall remain in effect during the term of this Agreement. \*\*Employee #4139 is capped at his present salary and, therefore, shall receive no further salary increase during the Contract period.

All custodial/grounds and maintenance employees shall be placed on the appropriate step of the salary guide for which they have bona fide work experience. Work experience shall be determined by the school business administrator.

Custodial/grounds and maintenance employees must work a period of six (6) months and one (1) day to receive credit for next step on the salary guide.

2. Hours of Work

The regular hours of work shall be a maximum of forty (40) hours per week, Monday-Friday. The Board shall be permitted to place one custodian hired after July 1, 2007 on a Saturday work day under the following conditions:

- (a) The employee is a new hire and no custodian/grounds/maintenance employee will be terminated to make room for this position
- (b) Present custodians are not bumped from their shift unless they request a change
- (c) The Tuesday-Saturday custodian shall be required to work the extra Saturday overtime if it is just for 1-2 hours.

3. Extra Stipends Above Guide

	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>
Midday (start 10:00 a.m. or later)	385.00	420.00	420.00
Night Shift	760.00	820.00	820.00
Black Seal (required)	385.00	420.00	420.00
H.S. Night-In-Charge	750.00	750.00	750.00
Elem. Head Custodian	1,800.00	1,800.00	1,800.00
H.S. Head Custodian	2,600.00	2,600.00	2,600.00

Custodian/grounds employees hired after January 1, 2004 must possess a black seal license.

4. Overtime

Time and one-half will be paid for all hours in excess of forty (40) hours per week. Double time will be paid for work on Sundays. Custodial/grounds and maintenance employees will be compensated at a double time rate of pay in addition to the day's pay for work on holidays.

A day's pay, for the purpose of determining the overtime pay rate, shall be defined as one two hundred and sixtieth (1/260) of the contracted yearly salary. The day's pay shall then be divided by eight (8) to determine the base hourly rate of pay for the custodial/grounds and maintenance employees. In the event custodial/grounds and maintenance employee's compensation is to be reduced, a day's pay is to be determined in the same manner.

5. The Board shall reimburse any custodial/grounds or maintenance employee for the cost in acquiring and/or maintaining a commercial drivers license ("CDL") in the event that the Board requires that the CDL be acquired and/or maintained as a condition of employment. Custodian with a CDL can be assigned to drive a bus when deemed necessary by the Superintendent or School Business Administrator. If the assignment of a custodian to drive a bus results in a reduced shift at a specific school, the remaining custodian shall be given a modified work assignment.

D. ALL EMPLOYEES

1. To be eligible for an annual salary increase/increment, an employee must work at least half of the employment year plus one day, i.e. five months and a day for ten month employees and six months and a day for twelve month employees.
2. Staff members who resign shall not receive their final salary payment by direct deposit but will be issued a final salary check.

E. LONGEVITY TEACHERS/CERTIFICATED PROFESSIONALS

Commencing July 1, 2008-2010: \$1500.00 after completion of 20 full school years of service on the teachers' guide in the Waldwick School District and each subsequent year through their 25<sup>th</sup> year of service.

Commencing July 1, 2008-2010: \$1750.00 after completion of 25 full school years of service in the Waldwick School District on the teachers' guide and each subsequent year.

In order to constitute a full year of service, an employee on the salary guide must be employed by the Waldwick Board of Education five months and one day of said year. Teachers/Certificated Professionals shall only receive credit for time employed as a certificated professional in the Waldwick School District.

For ten (10) month employees, longevity shall not accrue unless the employee has worked five (5) months and one (1) day of the school year.

F. LONGEVITY- CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES AND SECRETARIES

Employees receiving longevity as of July 1, 2003 shall not have their longevity payments reduced. Custodial/grounds and maintenance employees earning in excess of \$3,000.00 in longevity per year shall have their longevity payment frozen at the rate in effect on July 1, 2003. Effective July 1, 2007, longevity payments shall be as follows:

	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>
After 10 years	1600.00	1700.00	1700.00
After 15 years	2100.00	2200.00	2200.00
After 20 years	2600.00	2700.00	2700.00
After 25 years	3100.00	3200.00	3200.00

Longevity shall not accrue unless the employee has worked six months and one day of the calendar year.

**\*\*Employee #4097 is capped at his present longevity payment.**

G. LONGEVITY – AIDES

Aides who will have completed eight (8) years of service as of July 1, 2004 will be grandfathered at the rate of \$500 per year. All aides hired prior to January 1, 2008 shall be eligible for longevity payments as follows:

After 10 years \$750  
After 20 years \$1000

All aides hired subsequent to January 1, 2008 shall not be eligible for longevity payments.

Longevity shall not accrue unless the employee has worked five (5) months and one (1) day for ten (10) month employees, and six (6) months and one (1) day for twelve (12) month employees.

H. SALARIES – AIDES

1. All aides hired prior to January 1, 2008, shall be deemed salaried based upon a 184 day work year and paid in accordance as set forth in Schedule F. Such salary guides shall remain in effect during the term of this agreement and a 184 day work year.

2. All aides hired as of January 1, 2008, shall be deemed hourly employees and shall be paid at the hourly rate of \$16.50 per hour and, thereafter, shall receive the agreed upon contractual increases. Employee # 4424 shall be paid at an hourly rate of \$18.89 for the year 2008-2009 and, thereafter, shall receive the agreed upon contractual increases. Hourly employees shall only be paid for the actual hours worked and shall not be entitled to longevity.

3. Aides with sixty (60) college credits and a county substitute certificate shall be paid an additional stipend of \$750.00. The differential for aides working less than full-time shall be prorated.

## ARTICLE XVIII

### HOLIDAY SCHEDULE

#### A. OFFICE PERSONNEL

##### 1. Plan A Personnel

New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving
President's Day	Christmas Eve
Good Friday	Christmas Day
Memorial Day	New Year's Eve
July 4th	
Labor Day	
Columbus Day	
Veterans Day	
N.J.E.A. Convention (2 days)	

Personnel under this plan to have an additional two (2) days off during the holiday (Christmas) week. Skeleton force of at least two (2) office personnel each day during this time.

##### 2. Plan B Personnel

All personnel under this plan shall follow holiday schedule as per school calendar.

#### B. CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

The following is a list of holidays for each year of the contract, provided school is not in session on these days:

President's Day (legal holiday)  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day (legal holiday)  
Veterans Day (legal holiday)  
N.J.E.A. days (2)  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
New Years Eve  
New Years Day

If any of the above holidays shall fall on a day that school is in session or on a Saturday or Sunday, then custodial/grounds and maintenance employees shall be granted another day when school is not in session. The scheduling of the floating holiday by each custodial/grounds and maintenance employee shall be approved in advance by the school business administrator.

Furthermore, it should be noted that custodial/grounds and maintenance employees cannot be granted a holiday when school is in session. However, if schools are closed for Yom Kippur in the future, the Board of Education will grant the custodial/grounds and maintenance employees this holiday. If schools are not closed, the holiday will not be granted.

The Board may require one (1) employee to work on each of the two N.J.E.A. days. When it does, this day shall be considered a day that school is in session which would allow for the scheduling of a floating holiday for the affected employee pursuant to paragraph two of this section. The Board shall provide the employee with thirty (30) days notice, if required, to work on an NJEA day.

C. HOURLY AIDES

Hourly aides hired after January 1, 2008 shall not be entitled to paid holidays.

## ARTICLE XIX

### VACATION

#### A. OFFICE PERSONNEL

All office personnel shall receive the following vacation benefits:

After one year	two (2) weeks
After six years	three (3) weeks, one (1) day
After seven years	three (3) weeks, three (3) days
After eight years	three (3) weeks, five (5) days
After nine years	three (3) weeks, seven (7) days or 22 days

Office personnel shall not be permitted to take off the week before school commences. Office personnel may only take off the last week of school with the approval of the Superintendent.

In order to determine the number of years of service for vacation benefits, after completion of one (1) full year, an office personnel who worked in their first year less than one (1) year, but more than half a year, shall be given credit for a full year of service.

All vacation time is subject to the approval of the immediate supervisor and shall be submitted two weeks in advance. Except in case of emergency, the Board/Administration shall not cancel approved vacations.

Vacation shall be pro rated unless the employee works six (6) months and one (1) day for twelve (12) month employees, and five (5) months and one (1) day for ten (10) month employees.

#### B. CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

All custodial/grounds and maintenance employees who have satisfied the time requirements stated below shall be entitled to the following vacation:

The following vacation schedule will be in effect for all custodial/grounds and maintenance employees hired on or after July 1, 1995:

After one (1) year	one week
After two (2) years	two weeks
After three (3) years	three weeks
After ten (10) years	four weeks

Any custodial/grounds and maintenance employees hired before July 1, 1995, shall receive five (5) weeks (25 days) vacation.



All vacation time is subject to the approval of the immediate supervisor and shall be submitted two weeks in advance. Except in case of emergency, the Board/Administration shall not cancel approved vacations.

In order to determine the number of years of service for vacation benefits after completion of one (1) full year, a custodial/grounds and maintenance employees hired prior to July 1, 1992 who worked in his first year less than one (1) year, but more than half a year, shall be given credit for a full year of service.

It is further agreed that in the event that two (2) or more people in the same department request the same vacation period, the person with the most seniority in the department shall have first choice.

All vacation time is subject to the approval of the immediate supervisor and shall be submitted two weeks in advance. Except in case of emergency, the Board/Administration shall not cancel approved vacations.

Custodial/Grounds and Maintenance employees shall not be permitted to take off the last week of school or the week before school commences.

Vacation shall be pro-rated unless the employee works six (6) months and one (1) day.

## ARTICLE XX

### CLOTHING – CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

- A. The Board of Education will provide annually three (3) work shirts, three (3) t-shirts and three (3) work pants for each custodial/grounds and maintenance employees no later than September 1.
- B. The Board of Education will provide a \$90.00 shoe allotment per year for all custodial/grounds and maintenance employees. The shoes shall be maintained and kept in good condition by the employees. The employees must provide evidence of purchase.

The custodial/grounds and maintenance employees must forward to the supervisor of buildings and grounds a voucher and a copy of the sales receipt for the work shoes he or she has purchased. The Board of Education will then approve reimbursement at its next regular scheduled monthly public meeting.

- C. The Board of Education also provides winter jackets with hood for all custodial/grounds and maintenance employees. The Board of Education will purchase replacement, when the jackets are worn out no later than November 1 of each year.
- D. The Board of Education shall provide rain gear for all custodial/grounds and maintenance employees as needed for use in the performance of their duties.
- E. All clothing provided by the Board of Education shall be maintained by the custodial/grounds and maintenance employees and kept in good condition. All clothing with "Waldwick" identified on the uniform shall be returned by the employee upon termination of employment.

## ARTICLE XXI

### OPTICAL ALLOTMENT – CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

- A. The Board of Education will provide an optical allotment for custodial/grounds and maintenance employees. The cost of this allotment shall not exceed \$150.00 per employee for the term of this contract.
- B. The custodial/grounds and maintenance employees must forward to the supervisor of buildings and grounds a voucher and a copy of the bill or receipt for services he or she has received. This allotment covers eye examinations, eye glasses and/or safety glasses (safety glasses must be OSHA approved). The Board of Education will then approve reimbursement at its next regularly scheduled monthly public meeting.

## ARTICLE XXII

### MISCELLANEOUS PROVISIONS - TEACHERS

- A. Discipline procedures for each building shall be cooperatively developed with the teaching staff. Upon finalization and subsequent approval by the Superintendent, these procedures shall be made part of each building's faculty handbook.
- B. Scheduling shall be a cooperative venture with teaching staff members serving along with the guidance staff on a committee chaired by the Principal or his/her designee. The final design is subject to the Principal's and Superintendent's approval. Every effort shall be made to include teachers from each grade level and/or subject area on this committee. Efforts will be made, barring unforeseen contingencies, to complete all teachers' schedules by the end of the current school year. However, the Administration reserves the right to initiate schedule changes over the summer, as dictated by staff turnover or other complications.
- C. Every attempt shall be made to refrain from scheduling teachers with more than 3 consecutive classes.
- C. All employees using their own cars for travel while on school business will be reimbursed at the current rate permitted by the Internal Revenue Service.

## ARTICLE XXIII

### NOTICE

All office personnel and custodial/grounds and maintenance employees shall provide the Board with thirty (30) days notice of his/her decision to terminate his/her employment with the Board for the school year in question. Unless there exists cause for an earlier termination, the Board shall provide the office personnel or custodial/grounds and maintenance employees with thirty (30) days notice of its intent to terminate his/her employment with the Board for the school year in question.


## ARTICLE XXIV

### DURATION OF AGREEMENT

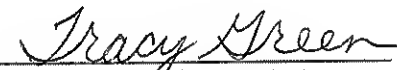
- A. This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. All statutes and laws affecting the school district shall be incorporated by reference into this contract.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries.

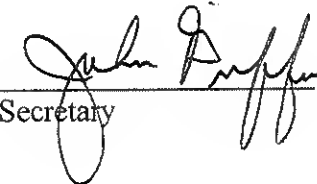
WALDWICK EDUCATION ASSOCIATION

WALDWICK BOARD OF EDUCATION

By   
President

By   
President

By   
Chief of Negotiations

By   
Secretary

Date Jan 27, 2009

# SCHEDULE A

## 2007-2010

### TEACHER SALARY GUIDES

#### 2007-2008

	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
A	46,000	47,600	49,000	50,400	52,200	54,400	56,200
1	47,615	49,215	50,615	51,815	53,415	55,915	57,615
2	48,115	49,715	51,115	52,315	53,915	56,415	58,115
3	48,615	50,215	51,615	52,815	54,415	56,915	58,615
4	49,115	50,715	52,115	53,315	54,915	57,415	59,115
5	49,615	51,215	52,615	53,815	55,415	57,915	59,615
6	51,815	53,515	55,015	56,215	57,815	60,515	62,315
7	53,715	55,415	57,015	58,315	60,015	62,815	64,615
8	55,815	57,615	59,215	60,715	62,315	65,315	67,115
9	58,315	60,115	61,815	63,315	65,015	68,215	70,115
10	60,795	62,595	64,495	66,095	67,795	71,195	72,995
11	65,100	67,000	68,900	70,700	72,400	75,900	77,900
12	70,300	72,200	74,300	76,100	77,900	81,600	83,400
13	75,765	77,665	79,865	81,765	83,765	87,865	89,165
14	79,015	81,315	85,715	88,115	90,215	94,915	97,315

#### 2008-2009

	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
A	46,446	48,046	49,646	51,146	53,046	55,246	57,646
1	47,935	49,535	51,135	52,635	54,535	56,735	59,135
2	49,002	50,602	52,202	53,702	55,602	57,802	60,202
3	49,864	51,464	53,064	54,564	56,464	58,664	61,064
4	50,969	52,569	54,169	55,669	57,569	59,769	62,169
5	51,970	53,570	55,170	56,670	58,570	60,770	63,170
6	52,745	54,345	55,945	57,445	59,345	61,545	63,945
7	54,809	56,409	58,009	59,509	61,409	63,609	66,009
8	56,967	58,567	60,167	61,667	63,567	65,767	68,167
9	59,440	61,040	62,640	64,140	66,040	68,240	70,640
10	62,362	63,962	65,562	67,062	68,962	71,162	73,562
11	65,185	66,785	68,385	69,885	71,785	73,985	76,385
12	69,030	70,630	72,230	73,730	75,630	77,830	80,230
12A	73,473	75,073	76,673	78,173	80,073	82,273	84,673
13	75,820	77,420	79,020	80,520	82,420	84,620	87,020
14	79,703	82,383	86,083	88,633	90,933	94,990	97,490

Note: In the year 2008-2009, no teacher shall be placed on Step 12A

**2009-2010**

	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
A	48,338	49,938	51,538	53,138	55,238	57,438	60,038
B	49,543	51,143	52,743	54,343	56,443	58,643	61,243
C	50,901	52,501	54,101	55,701	57,801	60,001	62,601
D	52,147	53,747	55,347	56,947	59,047	61,247	63,847
E	53,554	55,154	56,754	58,354	60,454	62,654	65,254
F	54,806	56,406	58,006	59,606	61,706	63,906	66,506
G	56,111	57,711	59,311	60,911	63,011	65,211	67,811
H	57,952	59,552	61,152	62,752	64,852	67,052	69,652
I	60,032	61,632	63,232	64,832	66,932	69,132	71,732
J	62,952	64,552	66,152	67,752	69,852	72,152	74,752
K	65,952	67,552	69,152	70,752	72,852	75,152	77,752
L	69,102	70,702	72,302	73,902	76,002	78,302	80,902
M	72,502	74,102	75,702	77,302	79,402	81,702	84,302
N	75,952	77,552	79,152	80,752	82,852	85,152	87,752
O	78,202	80,602	83,002	84,802	86,902	89,902	92,502
P	80,452	83,452	86,452	89,152	91,652	95,066	97,666



# SCHEDULE A-1

## 2007-2010 TEACHERS

### ADVANCEMENT -PLACEMENT CHART

<u>2006-2007</u>		<u>2007-2008</u>		<u>2008-2009</u>		<u>2009-2010</u>
<u>Step</u>		<u>Step</u>		<u>Step</u>		<u>Step</u>
				A	-----	A
		A	-----	1	-----	B
1	-----	1	-----	2	-----	C
2	-----	2	-----	3	-----	D
3	-----	3	-----	4	-----	E
4	-----	4	-----	5	-----	F
5	-----	5	-----	6	-----	G
6	-----	6	-----	7	-----	H
7	-----	7	-----	8	-----	I
8	-----	8	-----	9	-----	J
9	-----	9	-----	10	-----	K
10	-----	10	-----	11	-----	L
11	-----	11	-----	12	-----	M
				12A	-----	N
12	-----	12	-----	13	-----	O
13	-----	13	-----	14	-----	P
14	-----	14	-----	14	-----	P

**Schedule B-1**  
**2007-2010**  
**Extra-Curricular Stipends**

	<b><u>ADVISOR POSITION</u></b>	<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
1	Band-Director-High School	\$7,779	\$7,909	\$8,049
2	Band-Director-Middle School	\$3,540	\$3,670	\$3,810
3	Band-Percussion Advisor	\$3,001	\$3,131	\$3,271
4	Chess Club	\$2,412	\$2,542	\$2,682
5	Choral-Director	\$3,096	\$3,226	\$3,366
6	Class Advisor-Freshman	\$1,871	\$2,001	\$2,141
7	Class Advisor-Junior	\$2,760	\$2,890	\$3,030
8	Class Advisor-Senior	\$3,540	\$3,670	\$3,810
9	Class Advisor-Sophomore	\$2,088	\$2,218	\$2,358
10	Color Guard Advisor-Fall/Winter	\$4,224	\$4,354	\$4,494
11	Drama Coach	\$7,742	\$7,872	\$8,012
12	Echo	\$5,797	\$5,927	\$6,067
13	Gifted & Talented Cord.	\$3,109	\$3,239	\$3,379
14	Interact Club	\$839	\$969	\$1,109
15	Literary Magazine	\$3,061	\$3,191	\$3,331
16	Master Scheduling	\$8,942	\$9,072	\$9,212
17	Math Team	\$7,286	\$7,416	\$7,556
18	Music-Instrumental Advisor	\$1,368	\$1,498	\$1,638
19	Music-Vocal Advisor	\$1,368	\$1,498	\$1,638
20	National Honor Society	\$1,560	\$1,690	\$1,830
21	Peer Alternative Listening Advisor	\$3,577	\$3,707	\$3,847
22	Photography Club HS	\$1,560	\$1,690	\$1,830
23	Poetry Advisor	\$839	\$969	\$1,109
24	Pollution Action Committee Advisor	\$839	\$969	\$1,109
25	SAT Advisor	\$1,763	\$1,893	\$2,033
26	School Journal-Middle School	\$2,184	\$2,314	\$2,454
27	Student Council-High School	\$3,264	\$3,394	\$3,534
28	Student Council-Middle School	\$2,172	\$2,302	\$2,442
29	Substitute Caller Service	\$5,667	\$5,797	\$5,937
30	Technology Club Advisor	\$839	\$969	\$1,109
31	Testing Cord. Crescent Elementary	\$681	\$811	\$951
32	Testing Cord. Traphagen Elementary	\$681	\$811	\$951
33	Testing Cord. Middle School	\$1,242	\$1,372	\$1,512
34	Testing Cord. High School	\$1,617	\$1,747	\$1,887
35	Video Production	\$9,483	\$9,613	\$9,753

36	Yearbook-High School		\$5,797	\$5,927	\$6,067
37	Yearbook-Middle School		\$3,732	\$3,862	\$4,002
1	Bedside Instruction -per hour	(a)	\$31.05	\$32.39	\$33.78
2	Crescent-Traffic safety -per hour	(a)	\$43	\$45	\$47
3	Curriculum-Summer- (5 hrs) per day	(a)	\$120	\$125	\$130
4	Saturday Detention-per day	(a)	\$144	\$150	\$156

(a) 2008-2009 rates become effective after signing of contract. No retroactive adjustments to prior payments.

**SCHEDULE B-2**  
**2007-2010**  
**MIDDLE SCHOOL EXTRA-CURRICULAR STIPENDS**

	<b><u>FALL</u></b>	<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
1	Art & Crafts Club	\$309	\$439	\$579
2	Cooking up a Storm	\$309	\$439	\$579
3	Homework Club	\$309	\$439	\$579
4	Interact Club	\$309	\$439	\$579
5	Intramurals	\$309	\$439	\$579
6	Latin Music Club	\$309	\$439	\$579
7	Math Counts	\$309	\$439	\$579
8	Photography Club	\$309	\$439	\$579
9	Puzzles & Games	\$309	\$439	\$579
10	Cross Country	\$309	\$439	\$579

	<b><u>WINTER</u></b>			
1	Art & Crafts Club	\$309	\$439	\$579
2	Computer Club	\$309	\$439	\$579
3	Games Club	\$309	\$439	\$579
4	Homework Club	\$309	\$439	\$579
5	Interact Club	\$309	\$439	\$579
6	Intramurals	\$309	\$439	\$579
7	Jeopardy Trivia	\$309	\$439	\$579
8	Math Counts	\$309	\$439	\$579
9	Photography Club	\$309	\$439	\$579
10	Puzzles & Games	\$309	\$439	\$579

	<b><u>SPRING</u></b>			
1	Art & Crafts Club	\$309	\$439	\$579
2	Book Club	\$309	\$439	\$579
3	Computer Club	\$309	\$439	\$579
4	Cooking up a Storm	\$309	\$439	\$579
5	Critter Care Club	\$309	\$439	\$579
6	Homework Club	\$309	\$439	\$579
7	Photography Club	\$309	\$439	\$579
8	Writers Club	\$309	\$439	\$579

**SCHEDULE C**  
**2007-2010**  
**ATHLETIC COACHING STIPENDS**

	<b><u>FALL</u></b>	<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
1	Cheerleading- Coach- High School	\$3,986	\$4,116	\$4,256
2	Cross Country- Coach	\$5,196	\$5,326	\$5,466
3	Football- Head Coach	\$9,408	\$9,538	\$9,678
4	Football- Assistant Coach	\$5,823	\$5,953	\$6,093
5	Football- Assistant Coach	\$5,823	\$5,953	\$6,093
6	Football- Assistant Coach	\$5,823	\$5,953	\$6,093
7	Football- JV Assistant Coach	\$5,823	\$5,953	\$6,093
8	Soccer- Head Coach- Boys	\$7,557	\$7,687	\$7,827
9	Soccer- Assistant Coach- Boys	\$5,003	\$5,133	\$5,273
10	Soccer- Head Coach- Girls	\$7,557	\$7,687	\$7,827
11	Soccer- Assistant Coach- Girls	\$5,003	\$5,133	\$5,273
12	Soccer- Head Coach- Middle School- Boys	\$3,149	\$3,279	\$3,419
13	Soccer- Assistant Coach- Middle School- Boys	\$1,462	\$1,592	\$1,732
14	Soccer- Head Coach- Middle School- Girls	\$3,149	\$3,279	\$3,419
15	Soccer- Assistant Coach- Middle School- Girls	\$1,462	\$1,592	\$1,732
16	Soccer- Freshman- Boys	\$4,729	\$4,859	\$4,999
17	Soccer- Freshman- Girls	\$4,729	\$4,859	\$4,999
18	Tennis- Coach- Girls	\$5,196	\$5,326	\$5,466
19	Volleyball- Head Coach- Girls	\$7,557	\$7,687	\$7,827
20	Volleyball- Assistant Coach- Girls	\$5,003	\$5,133	\$5,273
21	Volleyball- Freshman Coach- Girls	\$4,729	\$4,859	\$4,999
22	Weight Room Supervision	\$1,844	\$1,974	\$2,114
	<b><u>WINTER</u></b>			
1	Basketball - Head Coach - Boys	\$8,109	\$8,239	\$8,379
2	Basketball - Assistant Coach - Boys	\$5,196	\$5,326	\$5,466
3	Basketball - Head Coach - Girls	\$8,109	\$8,239	\$8,379
4	Basketball - Assistant Coach - Girls	\$5,196	\$5,326	\$5,466
5	Basketball - Head Coach - Boys - Middle School	\$3,611	\$3,741	\$3,881
6	Basketball - Head Coach - Girls - Middle School	\$3,611	\$3,741	\$3,881
7	Basketball - Freshman Boys	\$4,732	\$4,862	\$5,002
8	Basketball - Freshman Girls	\$4,732	\$4,862	\$5,002
9	Cheerleading - Coach - High School	\$3,986	\$4,116	\$4,256
10	Cheerleading - Middle School	\$1,692	\$1,822	\$1,962
11	Track - Indoor - Head Coach	\$5,196	\$5,326	\$5,466
12	Track - Indoor - Assistant Coach	\$4,734	\$4,864	\$5,004
13	Weight Room Supervision	\$1,844	\$1,974	\$2,114
14	Wrestling - Head Coach	\$7,692	\$7,822	\$7,962
15	Wrestling - Head Coach - Middle School	\$2,940	\$3,070	\$3,210

**SPRING**

1	Baseball - Head Coach	\$7,692	\$7,822	\$7,962
2	Baseball Assistant Coach	\$5,002	\$5,132	\$5,272
3	Baseball - Freshman Coach	\$4,734	\$4,864	\$5,004
4	Golf - Head Coach	\$5,196	\$5,326	\$5,466
5	Lacrosse -JV - Boys		\$5,132	\$5,272
6	Lacrosse -JV - Girls		\$5,132	\$5,272
7	Softball - Head Coach	\$7,692	\$7,822	\$7,962
8	Softball - Assistant Coach	\$5,002	\$5,132	\$5,272
9	Softball - Freshman Coach	\$4,734	\$4,864	\$5,004
10	Tennis - Head Coach	\$5,196	\$5,326	\$5,466
11	Track - Head Coach - Boys	\$7,692	\$7,822	\$7,962
12	Track - Assistant Coach - Boys	\$5,002	\$5,132	\$5,272
13	Track - Head Coach - Girls	\$7,692	\$7,822	\$7,962
14	Track - Assistant Coach - Girls	\$5,002	\$5,132	\$5,272
15	Track - Head Coach - Middle School	\$3,156	\$3,286	\$3,426
16	Track - Assistant Coach - Middle School	\$1,462	\$1,592	\$1,732
17	Track - Assistant Coach - Middle School	\$1,462	\$1,592	\$1,732
18	Weight Room Supervision	\$1,844	\$1,974	\$2,114

**SUMMER**

1	Weight Room Supervision	\$1,844	\$1,974	\$2,114
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## SCHEDULE D

### 2007-2010 OFFICE PERSONNEL SALARY GUIDES

#### 2007-2008

<u>STEP</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>B1</u>	<u>B2</u>	<u>B3</u>
1	\$48,962	\$44,065	\$41,620	\$39,170	\$38,190	\$36,720
2	\$49,762	\$44,785	\$42,300	\$39,810	\$38,815	\$37,320
3	\$50,562	\$45,505	\$42,980	\$40,450	\$39,440	\$37,920
4	\$51,362	\$46,225	\$43,660	\$41,090	\$40,060	\$38,520

#### 2008-2009

<u>STEP</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>B1</u>	<u>B2</u>	<u>B3</u>
1	\$51,052	\$45,945	\$43,395	\$40,840	\$39,565	\$38,290
2	\$51,852	\$46,665	\$44,075	\$41,480	\$40,185	\$38,890
3	\$52,652	\$47,385	\$44,755	\$42,120	\$40,805	\$39,490
4	\$53,452	\$48,105	\$45,435	\$42,760	\$41,425	\$40,090

#### 2009-2010

<u>STEP</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>B1</u>	<u>B2</u>	<u>B3</u>
1	\$53,277	\$47,950	\$45,285	\$42,620	\$41,290	\$39,960
2	\$54,077	\$48,670	\$45,965	\$43,260	\$41,910	\$40,560
3	\$54,877	\$49,390	\$46,645	\$43,900	\$42,530	\$41,160
4	\$55,677	\$50,110	\$47,325	\$44,540	\$43,150	\$41,760

## SCHEDULE E

2007-2010

### CUSTODIANS/ GROUNDS AND MAINTENANCE SALARY GUIDES

#### 2007-2008

<u>STEP</u>	<u>Cust./Grounds</u>	<u>Maintenance</u>
1	\$40,065	\$48,080
2	\$41,165	\$49,400
3	\$42,295	\$50,755
4	\$43,460	\$52,150
5	\$44,655	\$53,585
6	\$45,885	\$55,075

#### 2008-2009

<u>STEP</u>	<u>Cust./Grounds</u>	<u>Maintenance</u>
1	\$40,935	\$49,120
2	\$42,165	\$50,600
3	\$43,430	\$52,115
4	\$44,735	\$53,680
5	\$46,075	\$55,290
6	\$47,455	\$56,940

#### 2009-2010

<u>STEP</u>	<u>Cust./Grounds</u>	<u>Maintenance</u>
1	\$42,210	\$50,650
2	\$43,475	\$52,170
3	\$44,780	\$53,735
4	\$46,125	\$55,350
5	\$47,510	\$57,010
6	\$48,935	\$58,760



# SCHEDULE F

## 2007-2010

### AIDES SALARY GUIDES

#### 2007-2008

<u>STEP</u>	<u>HOURLY</u>	<u>6.5 Hours/day</u>	<u>7.5 Hours/Day</u>
1	\$18.15	\$21,707.40	\$25,047.00
2	\$18.55	\$22,185.80	\$25,599.00
3	\$19.41	\$23,214.36	\$26,785.80
4	\$20.27	\$24,242.92	\$27,972.60
5	\$21.13	\$25,271.48	\$29,159.40

#### 2008-2009

<u>STEP</u>	<u>HOURLY</u>	<u>6.5 Hours/day</u>	<u>7.5 Hours/Day</u>
1	\$18.89	\$22,592.44	\$26,068.20
2	\$19.29	\$23,070.84	\$26,620.20
3	\$19.69	\$23,549.24	\$27,172.20
4	\$20.54	\$24,565.84	\$28,345.20
5	\$21.40	\$25,594.40	\$29,532.00

#### 2009-2010

<u>STEP</u>	<u>HOURLY</u>	<u>6.5 Hours/day</u>	<u>7.5 Hours/Day</u>
1	\$19.77	\$23,644.92	\$27,282.60
2	\$20.17	\$24,123.32	\$27,834.60
3	\$20.57	\$24,601.72	\$28,386.60
4	\$20.97	\$25,080.12	\$28,938.60
5	\$21.78	\$26,048.88	\$30,056.40

**NOTE:** The above Guide shall only be effective for Aides hire before June 30, 2009.  
Aides hired after June 30, 2009 shall not be placed on this Salary Guide.

#### Interpretive Statement

1. To move into the new guides, Aides will go from Rate 1 to Step 2, Rate 2 to Step 3, Rate 3 to Step 4, Rate 4 to Step 5, and Rate 5 to Step 5.
2. Each year, the Aides will move up one step until they reach maximum.
3. All Aides who possess a current Bergen County Sub Certificate will receive an additional \$750 for each year that said certificate is retained.